



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

Decision

Dispute Codes MNSD

Introduction

This is an application by the Tenant for a monetary order for return of double the security deposit. The Tenant applied for Dispute Resolution on June 30, 2011.

The Tenant provided affirmed testimony that he sent the Notice of Hearing and Application to the Landlords by registered mail, soon after he received the hearing package from our office. The Tenant provided copies of the registered mail tracking receipts into evidence prior to this hearing. I accept that the Notice of Hearing and the Application for Dispute were served on the Landlord in accordance with the section 89 of the Residential Tenancy Act (the "Act").

Despite having been served with the Notice of Hearing and Application for Dispute Resolution in accordance with the Act, the Landlords did not attend the Hearing.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

Has there been a breach of Section 38 of the Act by the Landlords, entitling the Tenant to double recovery of the security deposit?

Background and Evidence

The Tenant provided affirmed testimony that he paid a security deposit of \$187.50 when he moved into the rental unit in February of 2009. The Tenant testified that he vacated the rental unit on June 30, 2009. The Tenant testified that there was an incoming condition inspection report done with the Landlords when he moved in, but he did not do an outgoing report with the Landlords. The Tenant did not provide a copy of a Tenancy Agreement in evidence. The Tenant did not provide a copy of a receipt for the security deposit that he purportedly paid to the Landlords.

The Tenant testified that around the time he vacated the unit he verbally advised the Landlords of a shelter that he would be staying at where the security deposit could be

sent. The Tenant testified that he did not provide the Landlords with a written notice of his forwarding address to return the security deposit to.

Analysis

The burden of proving a claim lies with the person making the claim, here the Tenant.

I find that the Tenant has not provided sufficient evidence, such as a Tenancy Agreement or receipt for a security deposit of \$187.50 that was paid to the Landlords.

Based on the Tenant's testimony I find he failed to provide the Landlords with his forwarding address in writing within one year of the end of his tenancy, as required by sections 38 and 39 of the Act.

Section 39 of the Act further states that if the Tenant has not provided a written forwarding address to the Landlord within one year of the end of the tenancy, that the Landlords may keep the security deposit.

As the Tenant has failed to provide the Landlords his forwarding address in writing within one year of the date of the end of his tenancy, he has extinguished his right to the security deposit.

Conclusion

Having made the above findings, I must determine pursuant to section 38 of the Act that the Tenant has not substantiated his claim and, pursuant to section 39 of the Act, that he is beyond the time frame allowed by the Act to request return of the security deposit.

As a result the Application is dismissed.

This decision is final and binding on the parties, except as otherwise provided in the Act and is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: October 04, 2011.

Residential Tenancy Branch